

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Renard A. Harris

Debtor(s)

CHAPTER 13

DITECH FINANCIAL LLC

Movant

vs.

NO. 18-18000 AMC

Renard A. Harris

Debtor(s)

Scott Waterman

Trustee

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$413.70**, which breaks down as follows;

Post-Petition Payments:	August 2019 at \$1,172.74/month
Suspense Balance:	(\$759.04)
Total Post-Petition Arrears	\$413.70

2. The Debtor(s) shall cure said arrearages in the following manner:

a) By September 30, 2019, Debtor shall make both a payment in the amount of \$413.70 plus a regular mortgage payment in the amount of \$1,172.74 (or as adjusted pursuant to the terms of the mortgage) in order to bring the account current.

b) Beginning on October 1, 2019, maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant may file a Praecipe with the court to re-list and schedule a new hearing date for the underlying Motion for Relief from the Automatic Stay.

5. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

6. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.


7. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 3, 2019

/s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esquire
Attorney for Movant

Date: 9/3/19



John A. DiGiamberardino, Esq.
Attorney for Debtor(s)

Date: _____

Scott Waterman, Esq.
Chapter 13 Trustee

Approved by the Court this ____ day of _____, 2019. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge
Ashely M. Chan

6. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

7. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

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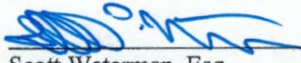
Date: September 3, 2019

/s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esquire
Attorney for Movant

Date: _____

John A. DiGiamberardino, Esq.
Attorney for Debtor(s)

Date: 109-4-19



Scott Waterman, Esq.
Chapter 13 Trustee

Approved by the Court this _____ day of _____, 2019. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge
Ashely M. Chan